



STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES
BASED UPON
COMPETITIVE SEALED BIDS

This Contract, executed on the respective dates indicated below, is effective as of
July 1, 2014, between Hawaii Public Housing Authority,
(Insert name of state department, agency, board or commission)
 State of Hawaii ("STATE"), by its Executive Assistant,
(Insert title of person signing for State)
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),
 whose address is 1002 North School Street, Honolulu, Hawaii 96817
 and
 ("CONTRACTOR"), a
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)
 under the laws of the State of , whose business address and federal
 and state taxpayer identification numbers are as follows:

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to Section 356D-4, HRS, the STATE
(Legal authority to enter into this Contract)
 is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1)
(Identify state sources)

or (2)
(Identify federal sources)

or both, in the following amounts: State \$
 Federal \$

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number PMB-2014-05 ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

_____ DOLLARS
(\$ _____), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of _____ DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of Fifty and No/100 (per appliance) ----- DOLLARS (\$ 50.00) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

STATE

(Signature)

Barabara E. Arashiro

(Print Name)

Executive Assistant

(Print Title)

(Date)

CONTRACTOR

(Name of Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

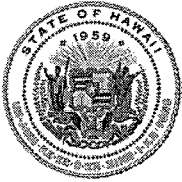
CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

Deputy Attorney General

* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, _____ before me appeared
_____ and _____, to me
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are
_____ and _____ of
_____, the
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

(Signature)

(Print Name)

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit

Doc. Description: Contract for Goods or Services Based Upon

Competitive Sealed Bids

(Notary Stamp or Seal)

Notary Signature

Date

NOTARY CERTIFICATION



STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of _____, CONTRACTOR, the undersigned does declare as follows:

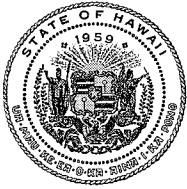
1. CONTRACTOR ☐ is ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

*** Reminder to Agency:** If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By _____
(Signature)
Print Name _____
Print Title _____
Name of Contractor _____
Date _____



STATE OF HAWAII

SCOPE OF SERVICES

CONTRACTOR: _____

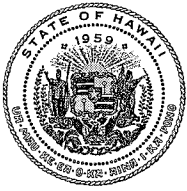
1. It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise the Contract between the parties and are fully a part of this Contract governing the work to be performed by the CONTRACTOR for the provision of gas and electric ranges hereinafter known as appliances: (1) Contract for Goods or Services Based Upon Competitive Sealed Proposals including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions; (3) General Conditions for Non-Construction Contracts, Form HUD-5370-C; (4) Invitation for Bids No. PMB-2014-05 and all addenda; (5) CONTRACTOR's accepted bid offer dated _____. These documents are collectively referred to as the "Contract Documents".
2. The CONTRACTOR shall furnish the following gas and electric ranges to all State and Federal low income public housing properties statewide, geographical locations include Oahu, Maui, East Hawaii, West Hawaii, Molokai and Kauai:
 - a. 20" free standing range, electric Make: _____ Model: _____
 - b. 24" free standing range, electric Make: _____ Model: _____
 - c. 30" free standing range, electric Make: _____ Model: _____
 - d. 30" drop-in range, electric Make: _____ Model: _____
 - e. 20" free standing range, gas Make: _____ Model: _____
 - f. 30" free standing ranges, gas Make: _____ Model: _____
 - g. 30" slide-in range, gas Make: _____ Model: _____

3. Product Identification and Ordering

All appliances shall be marked for identification. The manufacturer's standard nameplate data shall be placed on all ranges according to the manufacturer's standard practice. The nameplate shall be securely fastened to a main part of each range in an accessible place. The appliance shall also bear a permanent record of the manufacturer's name and address, the range model and serial number. Gas ranges shall also include the manufacturer's normal hourly BTU input rating for the oven, broiler and top burners.

4. Product Literature Certifications

- a. The CONTRACTOR shall provide written instructions for care and operation of each appliance. A user's manual covering care and operation shall be provided with each appliance installation.
- b. Upon request by the HPHA, the CONTRACTOR shall furnish a Descriptive Parts Book and a Service Manual for each model offered. This data will be required for proper ordering of replacement parts. The number of copies required shall be determined by the HPHA for use at the properties and other HPHA personnel as appropriate.



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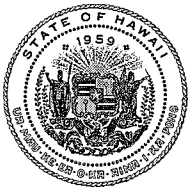
- c. Approval Requirements. Underwriters Laboratories (UL) Listing and copy of UL labels in brochure. The brochure should include all models bid and be marked by pen as to which item(s) are included in the bid.

5. **Product Quality & Workmanship**

- a. The finished appliances shall be clean, well-made, and free from any defects, which may affect appearance or serviceability.
- b. Reference made to standards, codes, regulations and specifications shall mean the latest revision in effect at the date of the Invitation for Bids.
- c. The appliance(s) shall be of a make and general type which has been manufactured for at least one (1) year.
- d. When requested, a sample product shall be made available to the STATE for examination and verification of compliance with the applicable specifications.
- e. Welding and brazing shall be complete, uniform and properly fused, having no holes, slags inclusions, scale of flux deposits and shall not be cracked, fractured or undercut. Soldering shall be complete, clean, adherent and without pin-holes. Bolts, nuts, screws, studs and other types of fasteners, when used shall not be broken, fractured, stripped, or loose and shall have locked washers or self-locking feature when used on structural parts subject to vibration.

6. **Delivery, Installation & Disposal of Appliances**

- a. The CONTRACTOR shall coordinate delivery and/or removal with the Officer-In-Charge as identified by the STATE. The CONTRACTOR's personnel shall ensure that all appliances are operational upon installation.
- b. Deliveries to Oahu properties shall be made within fourteen (14) calendar days after receipt of the order. Deliveries to the neighbor island destinations shall be made within twenty-one (21) calendar days after receipt of the order. Deliveries shall be made during normal Hawaii State government business hours, between 7:45am to 4:30pm (HST) on weekdays with the exception of State holidays.
- c. The CONTRACTOR is advised that elevators are available only in the elderly housing properties, the Salt Lake Apartments, and the Kalakaua Homes – Mid Rise. It shall be the CONTRACTOR's responsibility to provide all necessary delivery equipment to deliver the appliance to the specified unit(s).



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- d. The STATE shall inspect all appliances upon delivery or within twenty-four (24) hours of installation for defects or problems. All reports or defects or malfunctions shall be abated, repaired or replaced within twenty-four (24) hours of notice.
- e. All damages, including, but not limited to, floor scratches, gouges, walls, and cabinets caused by the removal or installation of an appliance shall be corrected by the CONTRACTOR.

7. Product Ordering & Substitutions

- a. The STATE shall have the right to purchase any quantity of appliances at the contract prices from the CONTRACTOR.
- b. If the CONTRACTOR is unable to deliver the product(s) under Contract, it shall be the CONTRACTOR'S responsibility to obtain prior approval of the HPHA to deliver an acceptable substitute. In the event the CONTRACTOR needs to substitute products, the STATE reserves the right to terminate the Contract.
- c. If a particular appliance is discontinued from a manufacturer's line, the request to terminate must be in writing to the Procurement Officer and shall include a copy of the CONTRACTOR's running record of purchases for the specific appliance by the Asset Management Project/Management Unit number, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer, not to exceed ten (10) days from date of receipt of the written request by the HPHA Procurement Officer. The CONTRACTOR shall honor all orders placed prior to the effective termination date.

In the event of the termination of an appliance, the STATE reserves the option to 1) purchase the appliance from another CONTRACTOR for the remainder of the Contract period or until the CONTRACTOR can secure distribution rights for an acceptable substitute or 2) rebid the appliance for a new Contract, whichever is determined to be in the best interest of the STATE.

8. Warranties

- a. The warranty period for all appliances shall be for a minimum of one (1) year from the date of acceptance. The date of acceptance shall be designated as the date that the new appliance is satisfactorily received and installed in proper working order. Full coverage shall include costs for parts, labor and any other expenses incurred in performing warranty work.



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- b. During the warranty period, repairs on appliances shall be made within twelve (12) hours to make it operative upon notice to the CONTRACTOR by 1:00 P.M. (HST), Mondays to Fridays, except State holidays. The CONTRACTOR shall furnish a loaner appliance, if requested by the HPHA to avoid interruption of service.
 - c. During the warranty period, the CONTRACTOR shall have supplies/parts available on hand to repair the appliances on contract. If an appliance is not repaired within seven (7) business days after initial notification of the problem, the Successful Bidder shall remove the inoperable range and deliver a new replacement range. The replacement range shall be delivered within fourteen (14) calendar days for Oahu properties or twenty-one (21) calendar days for neighbor island destinations.
 - d. For after hours, State holidays and weekend services, the CONTRACTOR shall furnish to the STATE, the name and telephone number for emergency calls. The CONTRACTOR shall repair or replace and install all parts necessary to make the appliance operative. If requested by the HPHA, the CONTRACTOR shall furnish a loaner appliance to avoid interruption of service.
 - e. During the warranty period, the CONTRACTOR shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the CONTRACTOR shall replace the appliance at no additional cost to the STATE.
9. **Technical Specifications.** Technical specifications are provided in IFB No. PMB-2014-05, dated March 18, 2014, for the following appliances:
- Group A: Free Standing Electric Ranges
 - Group B: Drop-In Electric Range
 - Group C: Free Standing and Slide-In Gas Ranges
- See Exhibit A.
10. Should there is a conflict between the Contract Scope of Services and the Invitation for Bids No. PMB-2014-05 Scope of Services, the Contract Scope of Services shall prevail.

TECHNICAL SPECIFICATIONS

GROUP A: FREE STANDING ELECTRIC RANGES

1. General Description

Ranges shall be white or off-white in color with a minimum of four (4) cooking surfaces and oven and broiler below. The 20" and 24" ranges shall have three (3) 6" cooking surfaces and one (1) 8" cooking surface. The 30" free standing range shall have two (2) 6" cooking surfaces and two (2) 8" cooking surfaces. All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height, and Depth

This IFB is requesting bid prices for 20-inch (20"), 24-inch (24") and 30-inch (30") wide electric ranges. The Successful Bidder shall contact the Officer-In-Charge or designee for space measurements prior to the delivery of the appliance. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/- 1") of nominal size.

G. Operating Service

115/230 volts or 120/208 volts, 3-wire, single-phase 60-HZ. The type of operating service required will be specified by the Officer-In-Charge or designee for each property.

115/230 volts or 120/208 volts, 4-wire single-phase 60-Hz will be required for properties under modernization or renovation.

4. Applicable Specifications. Ranges shall conform to the following:

- a. All electric ranges shall be equipped with the oven and range controls on the front panel or back panel. The control switches shall be located on the front panel below the cooking surface and above the oven door for the 20" and 24" ranges. The front of the panel shall be so designed that the knobs will be protected from overheating when range is being used for broiling. The control switches for the 30" width range can be located on the front panel or on the back panel.

Burner Indicator Lights. The range shall have at least one (1) light to indicate when a burner is on.

- b. The body of the range, back panel and underside shall contain (1) coat of porcelain enamel; (2) coat of high temperature baked enamel, (3) baked on black enamel; or (4) galvanized or aluminized steel.

- c. Top burner units shall be plug-in type with "Tilt-Lock" hinge and shall provide means to hold the unit in level position. All wiring in top burner box area shall be properly secured for user protection from electrical shocks.
- d. The standard electric range connection cord shall be provided with each range and shall be included in the bid price.
- e. The interior oven of the 20" range shall be furnished in a light color and tint that will maximize use of the available light to aid the vision of the user. The interior oven of the 30" range shall be equipped with a viewing window and an interior light.
- f. Bake elements shall be a minimum of 2,000 watts for the 20" and 24" range and a minimum of 2,400 watts for the 30" range. Broil elements shall be a minimum of 2,300 watts for all range sizes.
- g. Each range shall be equipped with at least two (2) leg levelers.
- h. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Boiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have two (2) oven racks.

TECHNICAL SPECIFICATIONS

GROUP B: DROP-IN ELECTRIC RANGE

1. General Description

Ranges shall be white or off-white in color with a minimum of four (4) cooking surfaces. All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height, and Depth

This IFB is requesting a bid price for a 30-inch (30") wide electric range. The Successful Bidder shall contact the Officer-In-Charge or designee for actual space measurements prior to the delivery of the unit. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/- 1") of nominal size.

3. Operating Service

115/230 volts or 120/208 volts, 3-wire, single-phase 60-HZ. The type of operating service required will be specified by the Officer-In-Charge or designee for each property.

115/230 volts or 120/208 volts, 4-wire single-phase 60-Hz will be required for properties under modernization or renovation.

4. Applicable Specifications. Range shall conform to the following:

- a. The electric range shall be equipped with the oven and range controls on the front panel. The control switches shall be located on the front panel below the cooking surface and above the oven door. The range with control knobs on the front panel shall be so designed that the knobs will be protected from overheating when range is being used for broiling.

Burner Indicator Lights. The range shall have at least one (1) light to indicate when a burner is on.

- b. The body of the range, back panel and underside shall contain (1) coat of porcelain enamel; (2) coat of high temperature baked enamel, (3) baked on black enamel; or (4) galvanized or aluminized steel.
- c. Top burner units shall be plug-in type with "Tilt-Lock" hinge and shall provide means to hold the unit in level position. All wiring in top burner box area shall be properly secured for user protection from electrical shocks.

- d. The electric range shall be provided with the manufacturer's recommended wiring. HPHA will connect the wires per the Successful Bidder's or manufacturer's instructions. The Successful Bidder shall verify the connections prior to re-energizing the range circuit.
- e. The oven of the 30" range shall be equipped with a viewing window and interior light.
- f. Bake elements shall be a minimum of 2,400 watts for the 30" range. Broil elements shall be a minimum of 2,300 watts.
- g. Each range shall be equipped with at least two (2) leg levelers.
- h. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Boiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have two (2) oven racks.

TECHNICAL SPECIFICATIONS

GROUP C: FREE STANDING AND SLIDE-IN GAS RANGES

1. General Description

Ranges shall be white or off-white in color, new cabinet type, and free standing flush-to-wall with an open cook top, oven and broiler below. Ranges or parts thereof supplied under this specification shall fulfill the construction and performance requirements of American National Standard Institute (ANSI) Z21.1 and Z21.20 as applicable (Latest Revision). All ranges shall be equipped with an anti-tipping device. The Successful Bidder shall provide the anti-tipping device if the anti-tipping device is not supplied by the manufacturer as standard equipment and accessories. The HPHA shall be responsible for installing the anti-tipping device.

2. Width, Height and Depth

This IFB is requesting bid prices for a 20-inch (20") wide range with hinged top and a 30-inch (30") wide range with hinged top. The Successful Bidder shall contact the Officer-In-Charge or designee for the space measurements prior to the delivery of the appliance. The appliance must fit into its designated space at the property. Actual width dimensions may be plus or minus one inch (+/-1") of nominal size.

3. Operating Service

The Successful Bidder shall be prepared to submit evidence upon the HPHA's request that the ranges proposed for supply under this specification have been tested and comply with American Standard Z21.1 for operation with natural, mixed or liquid petroleum gas (LPG). Certification shall be by the AGA or a third party certifier acceptable to the HPHA. Acceptable evidence of meeting the applicable requirement of the standard shall be a photocopy of the AGA Appliance Certificate or a listing including the igniter device in the AGA "Directory of Certified Appliances and Accessories."

4. Applicable Specifications. Gas ranges shall conform to the following:

- a. Ranges offered shall be the manufacturers' current standard models except for additional requirements specified herein. All ranges of the same classification, including parts and assemblies thereof, shall be identical. Oven light shall be provided.
- b. Manual gas valves shall be of the limited displacement type complying with American Standard Z21.1. Gas valves shall be provided with either (1) a convertible orifice set for the gas specified on the HPHA Order Form or (2) a fixed orifice hood for use with the gas specified on the HPHA Order Form. All ranges must be provided with a convertible gas pressure regulator.

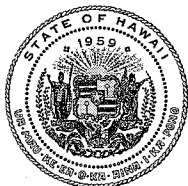
- c. Burners. The cook top shall be provided with a minimum of four (4) burners. Each burner shall be rated at no less than 9,000 BTU and no more than 14,000 BTU with simmer settings rated at no less than 5,000 BTU per hour. Simmer settings shall be similar to a "high-low burner" type.
- d. The gas range shall be equipped with oven and range controls on the front or back panel. If the control switches are located on the front panel, the controls shall be below the cooking surface and above the oven door. The range with control knobs on the front panel shall be so designed that the knobs will be protected from overheating when range is used for broiling
- e. Grates. Each top burner shall be provided with a porcelain enamel cast iron or steel grate.
- f. Automatic Ignition. All burners shall be equipped with means for automatic ignition of the gas and shall meet the applicable requirements of ANSI Z21.20. The electronic ignition system may be a spark, coil, glow bar or a combination of these features. The oven burner ignition failure shall activate a mean for shutting off gas to the oven burner.

The ignition wiring in the back of the range shall not be exposed and shall be hidden and enclosed in a case.

- g. Cook Top. The range top shall be hinged at the back for easy cleaning and access to burners, valves, and pilot(s). It may have a supporting rod to hold the range top in raised position or be removable. The supporting rod, when in the raised position, shall be designed to prevent accidental closing of the range top. A counter-balanced top is also acceptable. The range top shall be designed to hold the burner grates in position when the range top is raised. Cook top may be removable.
- h. Insulation. Blanket-type insulation shall be made of glass fiber, installed in a manner to prevent sagging, and of sufficient thermal efficiency to meet surface and handle temperature tests specified in American Standard Z21.1 (Latest Revision).
- i. Ovens, Broilers, and Burner Boxes. The oven, burner box, and broiler section shall be porcelain enamel coated steel or stainless steel. The broiler section shall be either of the pull-out type or of the swing-door type. Stops shall be provided so that oven racks and broiler pans cannot be completely pulled out by accident.
- j. Oven Thermostat Control. An oven thermostat control shall be provided for controlling oven temperatures down to 140 degrees Fahrenheit.
- k. Oven Doors. Oven doors shall be of the drop-shelf type, counter balanced and provided with a device which shall hold the door fully closed. The 30" slide-in

gas range shall include an oven window. The 20" free standing gas range is not required to have an oven window. Hinges shall be of a type that permits removal and replacement of hinge brackets and parts subject to wear. Oven doors shall be provided with means for adjusting a misaligned door.

- l. Oven Vents. Oven shall be provided with a vent designed to deflect moisture and fumes away from the wall behind the range.
- m. Aeration Bowls. Aeration bowls shall be corrosion-resisting steel, plated steel, or steel coated with porcelain enamel.
- n. Exterior Surfaces. The exterior surface of the gas range shall be porcelain enamel or stainless steel with the exception of body sides, which may be finished in synthetic baked-on enamel capable of withstanding 250 degrees Fahrenheit and include trims in accordance with the manufacturer's standard practice. The back guard, manifold shield, aeration bowls, and burners may be porcelain enamel. The body of the range, back panel, legs, and/or base shall be porcelain enamel, baked-on enamel, galvanized or aluminized steel.
- o. Back Splashes. Only free standing gas ranges shall be equipped with a back splasher not less than four (4) inches higher than the top cooking surface and extending the full width of the range top.
- p. Drip Pans. Ranges shall be provided with removable porcelain enameled or stainless steel drip pan(s) or shall be provided with a one (1) piece combination drip-pan and cook top. The pans shall have a minimum 1/8-inch vertical lip to collect spillovers and shall have a handle or other means so that it can be easily pulled out from the front of the range.
- q. Oven Door. The 30" range shall have a removable oven door.
- r. Equipment and Accessories. The equipment and accessories supplied with each range shall be those normally supplied with the manufacturer's standard production for the type of range ordered. Boiler pans are not required by the HPHA if it is not an accessory normally supplied by the manufacturer. Each range shall have one (1) broiler rack and two (2) oven racks.
- s. Leg Levelers. Each range shall be equipped with at least two (2) leg levelers.
- t. Appliance Connectors. Appliance connectors shall be equal in performance and construction adhering to American National Standards Institute Z21.24. Fitting and line sizes to match existing connector supplied in four foot (4') lengths. Connector shall be suitable for use with synthetic gas at operating pressure of existing gas system.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR: _____

1. Subject to the availability, allocation and receipt of funds, and the CONTRACTOR's full and timely performance of all contractual obligations, the CONTRACTOR shall be paid an amount of compensation not to exceed _____ and xx/100 Dollars (\$) _____ for the initial Contract period as follows:
 - a. Subject to the availability and receipt of Federal funds under the Annual Contributions Contract and Section 161 of the Housing & Community Development Act of 1992 (HCDA 1992), Public Law 102-550, approved October 28, 1992, the STATE agrees to pay the CONTRACTOR, for services satisfactorily performed under this Contract, a sum of money not to exceed _____ and xx/100 Dollars (\$) _____ for the initial Contract period.
 - b. Subject to the availability and receipt of State funds, the STATE agrees to pay the CONTRACTOR for services satisfactorily performed under this Contract, a sum of money not to exceed _____ and xx/100 Dollars (\$) _____ for the initial Contract period.
2. Federal funds are subject to appropriation by the U.S. Congress and allocation by the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by HUD to STATE. If there should be insufficient funds for any portion of the remaining contract period beyond the initial contract period ending June 30, 2015, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

State funds are subject to appropriation by the State Director of Finance and allocation by the Governor and/or State Legislature. Funding and period of availability may change upon notice by the STATE. If there should be insufficient state funds for any portion of the remainder of the Contract period ending June 30, 2015, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.

3. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
 - a. CONTRACTOR shall submit an invoice, one original, for goods and services rendered to:

Hawaii Public Housing Authority
 Attn: Property Management and Maintenance Services Branch
 1002 North School Street
 P.O. Box 17907
 Honolulu, HI 96817
 - b. Section 103-10, HRS provides that STATE shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make

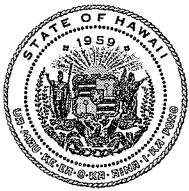


STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the thirty (30) day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.

- c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS, upon determination by the property management staff that the CONTRACTOR has satisfactorily provided the goods/services specified. Payment shall be made on the amount of appliances delivered and installed and disposed by the CONTRACTOR as detailed in the bid offer form.
 - e. Every four (4) weeks the Officer-in-Charge will submit a report to the CONTRACTOR listing any discrepancies or contract violation(s) which need correction. These discrepancies or contract violation(s) must be corrected by the next reporting period for payment adjustment purposes. Liquidated damages shall apply for failure to comply.
4. The CONTRACTOR shall be reimbursed at the accepted bid price per appliance, which shall be the all-inclusive cost to STATE, including all applicable taxes, for delivery/installation and removal/disposal of the old appliance as specified in IFB No. PMB-2014-05.
- See Exhibit B.
5. The CONTRACTOR may request adjustments to the contracted price per appliance due to documented manufacturer's increase in product costs. The CONTRACTOR must submit a written request for the price adjustment which includes a description of the calculations used to determine the requested adjustment. All price adjustments require written approval by the STATE and HUD.
6. The STATE reserves the right to purchase an indefinite amount of appliances. No term or condition in this Contract shall be interpreted as a commitment by the STATE to purchase a specific quantity of appliances.
7. The CONTRACTOR shall repair all damages caused by the CONTRACTOR's equipment or employees to existing utilities and structures, including without limitation, water lines, electric conduits, sewer lines, and buildings. If such repairs are not completed within a reasonable time, STATE reserves the right to purchase services for the necessary repairs from the open market and to deduct all repairs costs from moneys due or may thereafter become due to CONTRACTOR. In the event money due CONTRACTOR is insufficient for the purpose, CONTRACTOR shall pay the difference upon demand by STATE.



STATE OF HAWAII

TIME OF PERFORMANCE

CONTRACTOR: _____

1. The term of this Contract for furnishing electric and gas ranges at various State and Federal low income public housing properties statewide shall be for the period beginning July 1, 2014 and ending on July 30, 2015.
2. No goods or services shall be issued, delivered, or installed on this Contract before a Notice to Proceed is issued.
3. The option to extend the Contract will be at the sole discretion of the STATE. The Contract may be extended, without the necessity of rebidding, at the same rates as proposed in the original bid unless price adjustments are made and approved as provided in IFB PMB-2014-05 or this Contract:

Initial term of Contract:	12 months
Length of each extension:	Up to 12 months
Maximum length of Contract:	36 months

4. The initial period shall commence on the Contract start date. The following conditions must be met for an extension:
 - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
 - b. The STATE determines there is an ongoing need for the services and has funds to extend services of up to 24-months with no extension to exceed a 12-month period. The Contract extension(s) shall be awarded at the same or comparable rates as the Primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
 - c. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
 - d. The STATE, if required, may be required to obtain the U.S. Housing and Urban Development's (HUD) approval in writing of the extension prior to execution of a Supplemental Contract, for federal sites only, if federal HUD funds are to be used as a funding source; and
 - e. The CONTRACTOR must obtain written approval and a Notice to Proceed by the STATE with the extension; and
 - f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
 - g. Necessary State and/or Federal funds are appropriated and allotted for an extension.



Attachment – S4

STATE OF HAWAII

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development (“DHRD”).*

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

(Signature)

Hakim Ouansafi

(Print Name)

Executive Director

(Print Title)

(Date)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. By the Director of DHRD, State of Hawaii.

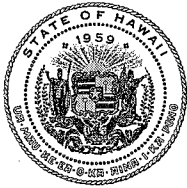
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)



STATE OF HAWAII

SPECIAL CONDITIONS

CONTRACTOR: _____

1. The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non- owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR combined single limit of <u>\$2,000,000.00</u> .
Workers Compensation as required by laws of the State of Hawaii.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub- CONTRACTORS (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).

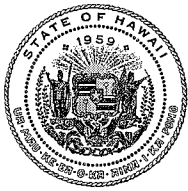
- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. The CONTRACTOR agrees to provide the STATE before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the State, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.
- d. The insurer shall notify the STATE in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change.



STATE OF HAWAII

SPECIAL CONDITIONS

- e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
 - f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.
2. The CONTRACTOR shall have a permanent office on the Island of Oahu or the geographic area awarded from where he/she conducts business and where he/she will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable.
3. Section 3 of the U.S. Housing Act of 1968
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or



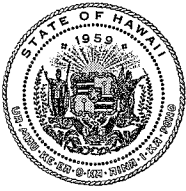
STATE OF HAWAII

SPECIAL CONDITIONS

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 4. The work to be performed under this Contract may be subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.
 - 5. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring, site inspection and/or other appropriate methods.
 - 6. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Invitation for Bids number IFB PMB-2014-05 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.
 - 7. In the event that there is a conflict between the Federal General Conditions, HUD 5370-C (10/2006) and the State General Conditions, AG-008 103D General Conditions, the more restrictive shall apply.
 - 8. The HPHA reserves the right to purchase electric and/or gas ranges from the CONTRACTOR or from another company covered under the Energy Savings Company (ESCO) contract. The executed ESCO Contract shall be on file with the STATE for review.
 - 9. Modification to Form AG-003, Rev. 06/22/2009

The following paragraph on Form AG-003, Contract for Goods and Services Based Upon Competitive Sealed Bids shall be modified as follows:



STATE OF HAWAII
SPECIAL CONDITIONS

- a. Paragraph 7 – Liquidated damages shall be deleted and replaced with the following:

Liquidated damages shall be assessed in the amount of Fifty and No/100 Dollars (\$50.00) for each appliance per calendar day, if the CONTRACTOR fails to perform in whole or in part any of its contractual obligations in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or to become due to the CONTRACTOR.

10. Interchangeable Terms. The following terms shall be one and same:

- a. “STATE” and “HPHA”.
- b. “Contract” and “Agreement”.

11. Smoking, which includes electronic cigarettes, is strictly prohibited on HPHA properties. The CONTRACTOR agrees and shall adhere to the no-smoking policy while on HPHA property. Such violation may be considered a breach of contract and result in suspension or termination.